

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Nurseda Kucukkarca

(b) County of Residence of First Listed Plaintiff Passaic

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jason Greshes, Esq., Kimmel & Silverman, 30 E. Butler Pike, Ambler, PA 19002

DEFENDANTS

JAGUAR LAND ROVER NORTH AMERICA, LLC

County of Residence of First Listed Defendant Bergen

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 424 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause:

Action under New Jersey Lemon Law and Magnuson Moss Warranty Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

08/19/2019

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. **Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Nurseda Kucukkarca

Plaintiff

v.

Jaguar Land Rover North America, LLC

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Jaguar Land Rover North America, LLC
555 McArthur Blvd.
Mahwah, NJ 07430

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jason L. Greshes, Esquire
jgreshes@lemonlaw.com
NJ Identification No. 037512001
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the
District of New Jersey_____
NURSEDA KUCUKKARCA*Plaintiff*

v.

JAGUAR LAND ROVER NORTH AMERICA LLC*Defendant*

Civil Action No. _____

WAIVER OF THE SERVICE OF SUMMONS

To: Jason Greshes, Esq.*(Name of the plaintiff's attorney or unrepresented plaintiff)*

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from _____, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

*Signature of the attorney or unrepresented party*_____
Jaguar Land Rover North America, LLC*Printed name of party waiving service of summons*_____
*Printed name*_____
*Address*_____
*E-mail address*_____
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

Jason L. Greshes, Esquire
jgreshes@lemonlaw.com
NJ Identification No. 037512001
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

Attorneys for Plaintiff,
NURSEDA KUCUKKARCA

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Nursedata Kucukkarca)	
166 Conklintown Road)	Civil Action No.
Ringwood, NJ 07456)	
)	
v.)	
)	
Jaguar Land Rover North America, LLC)	
555 McArthur Blvd.)	
Mahwah, NJ 07430)	

COMPLAINT AND JURY DEMAND

Plaintiff, Nurseda Kucukkarca, by way of complaint against Defendant Jaguar Land
Rover North America, LLC, alleges as follows:

PARTIES

1. Plaintiff, Nurseda Kucukkarca, is an adult individual citizen and legal resident of the State of New Jersey, 166 Conklintown Road, Passaic County, Ringwood, NJ 07456.

2. Defendant, Jaguar Land Rover North America, LLC, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at Consumer Affairs, Mahwah, NJ 07430, and can be served at 555 McArthur Blvd., Mahwah, NJ 07430.

JURISDICTION AND VENUE

3. Jurisdiction is conferred on this Court under 28 U.S.C. § 1332.

4. The amount in controversy herein is greater than \$75,000 and the parties are "citizens of different States," with the Plaintiff a citizen of the State of New Jersey and the Defendant LLC's sole member being Jaguar Land Rover Limited, which is a citizen of the United Kingdom.

5. Venue is proper in this District under Title 28 U.S.C. Section 1391(a) and 1400(a). The Defendant is registered to do business within and/or has principal headquarters within the jurisdiction of this court and does business within the jurisdiction of this court.

BACKGROUND

6. On or about 09/26/2018, Plaintiff purchased a new 2019 Land Rover Range Rover, manufactured and warranted by Defendant, bearing the Vehicle Identification Number SALWR2REOKA820966.

7. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

8. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$110,253. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

9. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

10. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

11. The parties' bargain includes an express 4 year/50,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and

12. The involved vehicle is equipped with an electronic touch control system that controls the vehicle's bluetooth functions, radio, navigation, and vehicle control such as control of the vehicle's suspension settings.

13. The Plaintiff is an attorney who uses the vehicle to commute to work, including to court listings and hearings.

14. New Jersey's cell phone law is provided for in the New Jersey Motor Vehicle Act 39:4-97.3 "Use of hands-free wireless telephone in moving vehicle." The State of New Jersey specifically bars the use of a cellular communication device while operating a vehicle other than through hands free means.

15. The involved vehicle's bluetooth system is the vehicle's method of providing compliance with New Jersey Motor Vehicle Act 39:4-97.3.

16. The vehicle's control screens also provide the vehicle's GPS functionality and climate control, including the ability to turn on the vehicle's defrost system, air conditioning and heat.

17. The involved system has repeatedly failed, with the control screen shutting down and going blank.

18. The Plaintiff has been left unable to cool the vehicle in 90+ heat, has been left unable to defrost the vehicle so to safely operate the vehicle, and the vehicle's control systems have shut down while the Plaintiff is attempting to use the vehicle's GPS system to travel to court listings, leaving the Plaintiff not only delayed due to the GPS system being unavailable but also unable to call courts to inform them that she is thereby delayed due to the simultaneous unavailability of the vehicle's bluetooth and hand free functions. An over \$100,000 vehicle that leaves its owner simultaneously lost, without use of the air conditioner in over 90 degree heat

and unable to legally make use of her telephone is substantially impaired in its safety, value and use.

19. As a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

VEHICLE REPAIRS

20. The first documented warranty repair attempt is believed to have occurred on or before March 30, 2019, when the vehicle odometer showed 14,034 miles. On that date, repair attempts were made to the vehicle's headlights, with multiple lamp failures, and the vehicle's control screen which went blank and operated erratically, with confirmed diagnostic error code U0011-87. The vehicle was out of service for four days for this repair. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

21. The second documented warranty repair attempt is believed to have occurred on or before May 22, 2019, when the vehicle odometer showed 18,880 miles. On that date, repair attempts were made to the vehicle's control screen, which went black, was confirmed with the IMC inoperative, requiring replacement of the IMC module and control unit. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C". The vehicle was out of service for seven days for this repair.

22. The third documented warranty repair attempt is believed to have occurred on or before July 9, 2019, when the vehicle odometer showed 22,447 miles. On that date, repair attempts were made to the vehicle's control system as the vehicle's control screens continues to freeze and reboot. The vehicle was out of service for six days for this repair. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

23. The fourth documented warranty repair attempt is believed to have occurred on or before August 7, 2019, when the vehicle odometer showed 24,331 miles. On that date, repair

attempts were made to multiple electrical defects: due to the vehicle's screens going blank the defendant's dealer technicians had to try numerous times to update the vehicle's touch pro software, with multiple errors and upload failures by multiple means before being allegedly completed, the vehicle's IMC module was updated as well due to the touch screens not operating properly, it was verified that the vehicle's climate "will change on its own" necessitating more software changes, including the vehicle's heated seats turning on randomly. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E". The vehicle was out of service for 5 days for this repair.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety. Plaintiff further notes that the repair attempts above were often substantially delayed by the Defendant's servicing dealership setting appointments long in the future, up to several weeks after requests for service and repair were made.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

25. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

26. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

27. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

28. Land Rover Paramus, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

29. Plaintiff took possession of the above mentioned vehicle and has experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

30. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A.

56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

31. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

32. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

33. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had

substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

34. Plaintiff has satisfied the above definition as the vehicle has been subject to repair three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

35. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

36. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

37. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

38. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

39. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

COUNT II

MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

40. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

41. Plaintiff is a are "Consumer" as defined by 15 U.S.C. §2301(3). Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

42. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

43. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

44. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

45. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

46. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

46. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

47. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, the Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

48. As a direct and proximate result of Defendant's failure to comply with the express written and/or implied warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1) and NJ Stat. Ann 12A, including but not limited to 12A:2-713, 12A:2-714 and 12A:2-715 and/or 12A:2A-518, 12A:2A-519 and 12A:2A-520, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

49. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

50. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

51. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

52. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

53. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

54. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

JURY DEMAND

Plaintiff demands trial by jury on all issues.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

KIMMEL & SILVERMAN, P.C.

By: 

JASON L. GRESHES, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Buyer Name and Address (Including County and Zip Code)
NURSEDA KUCURKARCA
156 CONANT TOWN RD
RINGWOOD NJ 07456

Co-Buyer Name and Address (Including County and Zip Code)
N/A

Seller-Creditor (Name and Address)
JAGUAR LAND ROVER PARAMUS
485 ROUTE 17 SOUTH
PARAMUS NJ 07652

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Vehicle Identification Number
NEW 2012 LAND ROVER SPORT SALV22F0K4828966

Primary Use For Which Purchased
☐ Personal, family, or household unless otherwise indicated below
☐ business
☐ agricultural ☐ N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
5.94 %	\$15291.74	\$ 94961.86	\$118253.60	\$ 15000.01 is \$25253.61

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	1837.56	Monthly beginning 11/18/2018
N/A	N/A	N/A

Or As Follows: N/A

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 10.00 or less, the charge for each late payment will be \$ 10.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including \$ 6782.97 sales tax) **\$100783.97 (1)**
- Total Downpayment = **\$15000.00 (2)**
- Trade-In 2012 BMW SAV X5 M (Year) (Make) (Model) **\$85783.96 (3)**
- Gross Trade-In Allowance **\$ 0.01**
- Less Pay Off Made By Seller N/A **\$ N/A**
- Equals Net Trade In **\$ 0.01**
- + Cash **\$ 15000.00**
- + Other N/A **\$ N/A**
- (If total downpayment is negative, enter "0" and see 4J below)
- Unpaid Balance of Cash Price (1 minus 2) **\$ 85783.96 (4)**
- Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):
 - Cost of Optional Credit Insurance Paid to Insurance Company or Companies:

Life	Disability	Other
N/A	N/A	N/A
 - Other Optional Insurance Paid to Insurance Company or Companies **\$ N/A**
 - Official Fees Paid to Government Agencies:

REG	Other
N/A	N/A
 - Optional Gap Contract **\$ N/A**
 - Supplemental Title Fee **\$ N/A**
 - Vehicle Title Fee **\$ 376.00**
 - Government Taxes Not Included in Cash Price **\$ N/A**
 - Government License and/or Registration Fees **\$ N/A**
 - REG **\$ 411.00**
 - Government Certificate of Title Fees **\$ N/A**
 - Other Charges (Seller must identify who is paid and for what purpose):

Item	Amount
JAGUAR LAND ROVER WOOD FEE	\$ 419.00
LAND ROVER SERVICE ORIGINAL OWNER E	\$ 4469.48
ECP	\$ 295.00
IAS	\$ 2500.00
IAS PERFORMANCE P	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
N/A	\$ N/A
- Total Other Charges and Amounts Paid to Others on Your Behalf **\$ 9177.98 (4)**
- Amount Financed (3 + 4) **\$ 94961.86 (5)**

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A. Yes N/A. SELLER'S INITIALS N/A

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use:
If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less.
If this box is not checked, the late charge in the "Federal Truth-in-Lending Disclosures" still applies.

OPTIONAL GAP CONTRACT: A gap contract (also called a deficiency contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge, if you choose to have one. See your contract for details on the terms and conditions. It is a part of this contract.

Insurance: You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. **THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.** If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance
☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Other Optional Insurance
☐ N/A Type of Insurance N/A Term
Premium \$ N/A
Insurance Company Name N/A
Home Office Address N/A
☐ N/A Type of Insurance N/A Term
Premium \$ N/A
Insurance Company Name N/A
Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

Buyer Signature N/A Date N/A
Co-Buyer Signature N/A Date N/A

Returned Check Charge: You agree to pay a charge of \$ 20 if any check you give us is dishonored and the law allows it.

ALL-STATE LEGAL
PLAINTIFF'S
EXHIBIT

9-cv-17021-JMV-ESK Document 1 Filed 08/21/19 Page 17 of 33 P



LAND ROVER
VEHICLE PROTECTION PLAN

Agreement Number
81658942

DECLARATION PAGE

AGREEMENT HOLDER INFORMATION

Last Name	First Name	MI	Telephone Number
KUCUKKARCA	NURSEDA		(201) 960-8438
Street Address	City	State	Zip
166 CONKLINTOWN RD	RINGWOOD	NJ	07456
Email Address			
NURSEDAK@HOTMAIL.COM			

VEHICLE INFORMATION

Year	Make	Model	Odometer
2019	LAND ROVER	RANGE ROVER SPORT SUP	100
Vehicle Type	Vehicle Identification Number	Vehicle Purchase Price	
New	SALWR2RE0KA820966	\$94,001.00	

RETAILER INFORMATION

Retailer Name	Telephone Number	F & I Number
LAND ROVER PARAMUS	(201) 987-8900	MARCO PINEROS
Street Address	City	State
405 N ROUTE 17	PARAMUS	NJ
Zip	076522900	

LIEN HOLDER INFORMATION

Lien Holder Name	Telephone Number
BANK OF AMERICA	(800) 215-6195
Street Address	City
P O BOX 2759	JACKSONVILLE
State	Zip
FL	32203

AGREEMENT INFORMATION

Type of Plan	Purchase Date	Expiration Date	Expiration Mileage
<input checked="" type="checkbox"/> New Plan <input type="checkbox"/> Pre-Sales Plan	9/26/2018	9/26/2023	100000
Plan Term	Deductible	Single Payment Agreement Purchase Price	
60 Months 100000 Miles	\$250.00	\$4,469.40	

Please refer to the "General Provisions" section of this VEHICLE SERVICE AGREEMENT for an explanation of how the expiration date and expiration mileage are determined.

OTHER PROVISIONS

The Administrator of the Vehicle Service Agreement is United Service Protection Corporation at Post Office Box 21647 St. Petersburg, Florida 33742. The telephone number is 1-855-606-2745. The Administrator's hours of operations are Monday through Friday 8 A.M. to 8 P.M. EST.

The Obligor under the Vehicle Service Agreement referred to as "We," "Us," and "Our" throughout is United Service Protection Corporation, the address and telephone number for which are provided above. The Obligor and/or Administrator may be different depending upon the state in which You purchased this VEHICLE SERVICE AGREEMENT. Read the SPECIAL STATE DISCLOSURE form (if Your state is included) to determine if this applies to You. As a Land Rover Customer, You have roadside assistance benefits that are not provided as part of, but run concurrent with this VEHICLE SERVICE AGREEMENT. For assistance, please call 1-800-437-6837.

If the term of this Vehicle Service Agreement overlaps with the term of Your Manufacturer's Warranty, look first to Your Manufacturer's Warranty for coverage. This Vehicle Service Agreement excludes coverage for any loss covered by Your Manufacturer's Warranty, but may nevertheless provide benefits in addition to those provided by Your Manufacturer's Warranty.

You must provide all of the information requested in this DECLARATION PAGE in order to validate this VEHICLE SERVICE AGREEMENT. This DECLARATION PAGE shall be the basis upon which the VEHICLE SERVICE AGREEMENT is issued. Your manual or electronic signature indicates that the information You have provided is true and correct and that You accept the terms and provisions of this VEHICLE SERVICE AGREEMENT as they have been described to You and You agree to be bound by the terms thereof.

Your VEHICLE SERVICE AGREEMENT contains an arbitration clause which may affect Your legal rights, unless You purchased this VEHICLE SERVICE AGREEMENT in a state that prohibits such provisions. Please review the arbitration in its entirety, as well as the SPECIAL STATE DISCLOSURE document for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

Purchase of this VEHICLE SERVICE AGREEMENT is not required in order to purchase or obtain financing for a motor vehicle.

SIGNATURES FOR VEHICLE SERVICE AGREEMENT

AGREEMENT HOLDER SIGNATURE	DATE	RETAILER'S AUTHORIZED SIGNATURE	DATE
	9/15/18		9/15/18

EJ1700023-001

Customer Copy



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



2701ILRCS3474

CELL: 201-960-8438

CUSTOMER NO 12811	NAME BARBARA GESUALDI	AGE NO 10004	DATE NO 2620	INVOICE DATE 03/30/19	INVOICE NO LRCS3474
ADDRESS NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456	PHONE 973-650-8554	DATE 14,034	YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SP0/4DR SU	DELIVERY DATE 03/26/19	DELIVERY MILES REPRINT# 1
VEHICLE ID NO S A L W R 2 R E O K A 8 2 0 9 6 6	SALES NO 03/26/19	PRODUCTION DATE 03/26/19	REPRINT# 1		

JOB# 1 CHARGES-----

MO: 14036

LABOR-----

J# 1 51JAZ05

HEADLIGHTS

TECH(S):10060

WARRANTY

client states passenger side headlight shakes
INITIALLY COULD NOT PRODUCE CUST COMPLAINT, LATER CONFIRMED
WHEN DRIVING OVER BUMP R/ LOWBEAM LIGHT IS UNSTEADY
EXAMINED HEADLAMPS, MOUNTS SECURE, NO SIGN OF DAMAGE.
TAPPED ON HEADLIGHTS WHEN SWITCHED ON, BOUNCED VEHICLE - NO
UNUSUAL MOVEMENT SEEN.
PERF PATHFINDER DIAG - NO BULLETINS PERTAINING TO COMPLAINT
BUT DID FIND CODES
B103D-49 RIGHT HEADLAMP INTERNAL FAILURE AND
B103C-49 LEFT HEADLAMP INTERNAL FAILURE
CLEARED CODES, PERF ODST FOR RIGHT (HCMB) - PASSED. (MODULE
IS UP TO DATE)
PERF ODST FOR LEFT (HCMA) - PASSED. (MODULE IS UP TO DATE)
RECHECKED HEADLIGHTS BY DRIVING OVER BUMP WHILE SOMEONE
OBSERVED LIGHTS.
A WAVERING IN THE R/ HEADLIGHT WAS SEEN, CLOSER EXAM SHOWED
INTERNAL BAFFLE IN LIGHT ASSEMBLY LOOSE (NO SIGN OF IMPACT
OR OTHER EXTERNAL CAUSE)
INSTALLED NEW RIGHT HEADLIGHT ASSEMBLY, INITIALIZED NEW HCMB

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.
All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm

Tuesday 7:30am - 7:00pm

Wednesday 7:30am - 6:00pm

Thursday 7:30am - 7:00pm

Friday 7:30am - 6:00pm

Saturday 8:00am - 4:00pm

Sunday Closed

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-
1 LR116466 HEADLAMP AND FLA
TOTAL - PARTS

WARRANTY
0.00

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX LRCS JOB# 1 TOTAL

0.00

LABOR-----

J# 2 51JAZZ

BODY ELECT CONCERN

TECH(S):10060

WARRANTY

client states infotainment keeps going in/out
ADVISOR SAID CUST STATED INFOTAINMENT SCREEN WHEN BLANK,
SYSTEM SOMETIMES ERRATIC.
PERF PATHFINDER DIAG
FOUND CODES U0011-87.
PERF GUIDED DIAG.
PATHFINDER HIGHLY RECOMMENDED UPDATING IDMA, ICDM AND IMC
UPDATED IDMA
UPDATED ICDM
UPDATED IMC
TESTED FUNCTIONS (VOICE, NAV, BT AUDIO, PHONE) - OK

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX LRCS JOB# 2 TOTAL

0.00

LABOR-----

J# 3 90JAZDFC4

FULL DETAIL

TECH(S):10060

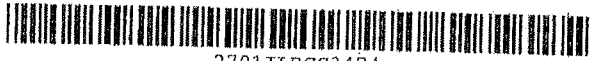
0.00

CLIENT REQUESTS FULL DETAIL

WOOD
NUE
1



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



2701ILRCS3474

CELL: 201-960-8438

CUSTOMER NO. 12811		ADVISEE BARBARA GESUALDI		10004	2620	INVOICE DATE 03/30/19	INVOICE NO. LRCS3474
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456		LABOR RATE		LICENSE NO.	MILEAGE 14,034	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SPO/4DR SU				DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. S A L W R 2 R E O K A 8 2 0 9 6 6				SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE 973-650-8554		BUSINESS PHONE		P.O. NO.		R.O. DATE 03/26/19	REPRINT# 1
SEND TO DETAIL		COMMENT				MO: 14036	

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----
863 3474 03/29/19 full detail

TOTAL - SUBLET 299.00

JOB# 3 TOTALS-----

SUBLET 299.00

JOB# 4 CHARGES----- JOB# 3 JOURNAL PREFIX LRCS JOB# 3 TOTAL 299.00

LABOR-----
J# 4 46JAZZ WHEEL/TIRE CONCERN TECH(S):10060
CLIENT REQUESTS POWDER COAT ALL 4 WHEELS BLACK(WE OWE)
powder coated all 4 wheels-black INTERNAL

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----
861 56528 03/30/19 POWDER COAT RIMS BLACK
TOTAL - SUBLET INTERNAL 0.00

JOB# 4 TOTALS-----

JOB# 5 CHARGES----- JOB# 4 JOURNAL PREFIX LRCS JOB# 4 TOTAL 0.00

LABOR-----
J# 5 39JAZ LOANER TECH(S):10060
Courtesy Rental Car from Jaguar Land Rover Paramus.
No Charge to customer for up to 24 hours after the customer
vehicle is finished. Beyond 24 hours, the customer will
incur a Rental Charge of 155.00 a day.
Customer's acknowledgment:
LOANER VEHICLE SUPPLIED 0.00

JOB# 5 TOTALS-----

JOB# 6 CHARGES----- JOB# 5 JOURNAL PREFIX LRCS JOB# 5 TOTAL 0.00

LABOR-----
J# 6 05JAZONLINE PAY ONLINE OPTION TECH(S):10060
Complimentary option to pay online 0.00

JOB# 6 TOTALS-----

JOB# 7 CHARGES----- JOB# 6 JOURNAL PREFIX LRCS JOB# 6 TOTAL 0.00

LABOR-----
J# 7 00JAMPI MULTI-POINT INSPECTI TECH(S):10060
MULTI-POINT INSPECTION
INSPECTION 0.00

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.
All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



JAGUAR LAND ROVER ENGLEWOOD

30 VAN NOSTRAND AVENUE

ENGLEWOOD, NJ 07631

201-408-6600



27011LRCS3474

CUSTOMER NO 12811	ADVISOR BARBARA GESUALDI	TAG NO. 10004	INVOICE DATE 03/30/19	CELL: 201-960-8438
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456	LABOR RATE	LICENSE NO.	MILEAGE 14,034	INVOICE NO. LRCS3474
	YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SPO/4DR SU	COLOR /		STOCK NO.
	VEHICLE I.D. NO. S A L W R 2 R E O K A 8 2 0 9 6 6	DELIVERY DATE		DELIVERY MILES
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE 973-650-8554	BUSINESS PHONE	COMMENTS		R.O. DATE 03/26/19
				REPRINT# 1

MO: 14036

MULTI
BRAKES 9,8 MM TIRES 9,8 /32 1850 MILES TO NEXT SVC
NOTE: WHEN VEHICLE BROUGHT IN, VALET CREW FOUND LAUNDRY
DETERGENT LEAKING FROM BACK OF VEHICLE - A LARGE BOTTLE OF
LIQUID DETERGENT IN THE CARGO AREA LEAKED OUT AND INTO CARGO
AREA AND BATTERY WELL. CLEANED BEST AS POSSIBLE.
NOTE VEHICLE HAS MINOR SCRATCHES ON BODY (NOTICED ON R/F
FENDER)

JOB# 7 TOTALS-----

JOB# 7 JOURNAL PREFIX LRCS JOB# 7 TOTAL

0.00

JOB# 8 CHARGES-----

LABOR-----
J# 8+46JAZ WHEELS/TIRES TECH(S):10060 INTERNAL
client states message on for spare tire low
CONFIRMED LOW SPARE TIRE MESSAGE ON DASH
ROAD TESTED, NO CHANGE
CONFIRMED SYS RESPONDING TO PRESSURE CHANGES IN OTHER TIRES
PERF PATHFINDER DIAG
FOUND SPARE TIRE SNSR REPORTING 0 PSI
REINITIALIZED SNSR, RESTORED OP.
DASH WARNING GONE

JOB# 8 TOTALS-----

JOB# 8 JOURNAL PREFIX LRCS JOB# 8 TOTAL

0.00

JOB# 9 CHARGES-----

LABOR-----
J# 9+06JAZ03 MISC TECH(S):10060 INTERNAL
CLIENT REQUESTS IBEX INTERIOR & EXTERIOR(WE OWE)
ibex done interior & exterior

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----
864 3474 03/29/19 ibex-interior & exterior

TOTAL - SUBLET

INTERNAL
0.00

JOB# 9 TOTALS-----

JOB# 9 JOURNAL PREFIX LRCS JOB# 9 TOTAL

0.00

COMMENTS-----
++LOANER++JXM INBOUND 03-20
3/26/19 4:07 gave client update on vehicle & let him know about
laundry detergent that leaked in back-bg-here
3/27/19 9:30 left message -bg-pdi
3/29/19 12:30 let client know vehicle ready for pick up-bg-here
RECOMMENDED NOT DONE/ DECLINED SERVICES-----

Please be advised that the price can only be
secured for 30 days!
As always, "Thank You" for your business.
This is NOT a final quote parts and labor must be
VERIFIED with your advisor.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the
warranties with respect to the sale of this
item/items. The Seller hereby expressly
disclaims all warranties, either express or
implied, including any implied warranties of
merchantability or fitness for a particular
purpose. Seller neither assumes nor auth-
orizes any other person to assume for it
any liability in connection with the sale of
the item/items.
All parts installed are new unless specified
otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

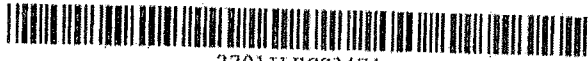
Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



27011LRCS3474

CUSTOMER NO. 12811	ADMINISTRATOR BARBARA GESUALDI	LABOR RATE 10004	TAB NO. 2620	INVOICE DATE 03/30/19	CELL: 201-960-8438 INVOICE NO. LRCS3474
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456	YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SP0/4DR SU		MILEAGE 14,034	COLOR /	STOCK NO.
	VEHICLE I.D. NO. S A L W R 2 R E O K A 8 2 0 9 6 6		DELIVERY DATE		DELIVERY MILES
	F.T.E. NO.		SELLING DEALER NO.	PRODUCTION DATE	
	P.O. NO.		R.O. DATE 03/26/19	REPRINT# 1	
RESIDENCE PHONE 973-650-8554	BUSINESS PHONE	COMMENTS			

COMMENTS: 00JAZ1 COMPLAINT: *LUBE,OIL & FILTER TECH: 10060 CUSTOMER MIGHT REQUEST A LUBE, OIL AND FILTER SERVICE 1850 MI UNTIL NEXT SVC

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	299.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	19.81

TOTAL INVOICE \$ 318.81

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items. All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

CUSTOMER SIGNATURE

DUPLICATE INVOICE

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



27011LRCS4471

CELL: 201-960-8438

CUSTOMER NO. 12811	NAME BARBARA GESUALDI	10004	TAG NO. 2819	INVOICE DATE 05/29/19	MO-DATE LRCS4471
ADDRESS NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456		ADDITIONAL INFO 18,880	MILEAGE /	DELIVERY DATE	DELIVERY MILES
TELEPHONE 973-650-8554		BUSINESS PHONE		SALE DATE 05/22/19	PRODUCTION DATE
JOB# 1 CHARGES		JOB# 1 JOURNAL PREFIX LRCS		JOB# 1 TOTAL	

MO: 18884

LABOR-----
J# 1 01JAZ MAINTENANCE SERVICE TECH(S):10067 0.00
PERFORM ENGINE OIL AND FILTER CHANGE, COMPLETE SAFETY
INSPECTION, CHECK TIRES AND ADJUST PRESSURES
TIME/MILEAGE INTERVAL
see line 5

JOB# 1 TOTALS-----
JOB# 2 CHARGES----- JOB# 1 JOURNAL PREFIX LRCS JOB# 1 TOTAL 0.00

LABOR-----
J# 2 52JAZ TRIM ELECTRICAL TECH(S):10067 WARRANTY
client states infotainment center black for at least a few days
IMC INOP, tested power to imc and communication lines, working fine, imc still inoperative
T/A case 1082267 = IMC INOP, tested power to imc and communication lines, working fine, imc still inoperative. open t/a case.
installed new IMC,
UPDATED IMC WITH INCONTROL TOUCH PRO
UPDATE, UPDATED SPEECH DATABASE, DOWNLOADED MAPS, TEST DROVE VEHICLE, IMC OPERATING NORMALLY

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	LIST PRICE-UNIT PRICE-
	1	LR110219	UNIT - INFOTAINM	
	-1	LR110219	CORE RETURN	
	1	LR108279	PANEL - B PILL	
TOTAL - PARTS				0.00

JOB# 2 TOTALS-----
JOB# 3 CHARGES----- JOB# 2 JOURNAL PREFIX LRCS JOB# 2 TOTAL 0.00

LABOR-----
J# 3 39JAZ LOANER TECH(S):10067 0.00
Courtesy Rental Car from Jaguar land Rover Paramus.
No Charge to customer for up to 24 hours after the customer vehicle is finished. Beyond 24 hours, the customer will incur a Rental Charge of 155.00 a day.
Customer's acknowledgment:
LOANER VEHICLE SUPPLIED

JOB# 3 TOTALS-----
JOB# 4 CHARGES----- JOB# 3 JOURNAL PREFIX LRCS JOB# 3 TOTAL

LABOR-----

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.
All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600

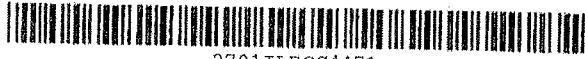


JAGUAR LAND ROVER ENGLEWOOD

30 VAN NOSTRAND AVENUE

ENGLEWOOD, NJ 07631

201-408-6600



2701ILRCS4471

CELL: 201-960-8438

CUSTOMER NO. 12811	ADVISOR BARBARA GESUALDI	TAG NO. 10004	INVOICE DATE 05/29/19	INVOICE NO. LRCS4471
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456	LABOR RATE	LICENSE NO.	18,880	COLOR /
RESIDENCE PHONE 973-650-8554	BUSINESS PHONE	COMMENTS	DELIVERY DATE	DELIVERY MILES
YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SP0/4DR SU		VEHICLE ID NO. S A L W R 2 R E O K A 8 2 0 9 6 6	SELLING DEALER NO.	PRODUCTION DATE
P.O. DATE 05/22/19		MO: 18884		

LABOR-----
J# 4 05JAZONLINE PAY ONLINE OPTION TECH(S):10067 0.00
Complimentary option to pay online

JOB# 4 TOTALS-----
JOB# 5 CHARGES----- JOB# 4 JOURNAL PREFIX LRCS JOB# 4 TOTAL 0.00

LABOR-----
J# 5 92JAZ016000 16K MILE SVC TECH(S):10067 520.80
16,000 MILE SERVICE
M3OPTCK Multi-Point Inspection
MACMF Pollen/Cabin Air Filter, r&r
MALRC Add 16oz Land Rover Fuel Conditioner (LRN5010)
MCTUFL Top Off All Fluids
MOFCM OEM Oil & Filter Change
MRAB Replace Alarm Handset Batteries
MRISOLI Reset The Service Interval & Engine Oil Level Indicators
MROT Rotate Tires
MWB Front Wiper Blade, r&r
CUSTOMER REQUESTS A 16K MILE SERVICE
CUSTOMER REQUESTS A 16K MILE SERVICE
16,000 MILE SERVICE

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-
1 LR036369 FILTER - ODOUR A 49.76 49.76 49.76
1 203 CF5 CARBON FIGHTER 28.21 28.21 28.21
1 LR011279 FILTER - OIL - E 34.53 34.53 34.53
1 1013938 PLUG - OIL DRAIN 8.03 8.03 8.03
9 10770 OW20 18.92 18.92 170.28
1 YWK10003L BATTERY - ADDITI 9.22 9.22 9.22
1 LR083272 BLADE - WIPER 35.12 35.12 35.12
1 LR106593 BLADE - WIPER 35.12 35.12 35.12
TOTAL - PARTS 370.27

JOB# 5 TOTALS-----
LABOR 520.80
PARTS 370.27

JOB# 6 CHARGES----- JOB# 5 JOURNAL PREFIX LRCS JOB# 5 TOTAL 891.07

LABOR-----
J# 6 00JAMPI MULTI-POINT INSPECTI TECH(S):10067 0.00
MULTI-POINT INSPECTION
INSPECTION

JOB# 6 TOTALS-----
JOB# 6 JOURNAL PREFIX LRCS JOB# 6 TOTAL 0.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
JOB # A SHM SERVICE HISTORY ADMIN 1.49
JOB # A SS ENVIROMENTAL/DISPOSAL 34.95

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.
All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



2701ILRCS4471

CELL: 201-960-8438

CUSTOMER NO. 12811	ADVISOR BARBARA GESUALDI	10004	TAG NO 2819	INVOICE DATE 05/29/19	INVOICE NO. LRCS4471
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456	LABOR RATE	LICENSE NO.	MI PAGE 18,880	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SP0/4DR SU			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. S A L W R 2 R E O K A 8 2 0 9 6 6			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	R.O. DATE 05/22/19
RESIDENCE PHONE 973-650-8554	BUSINESS PHONE	COMMENTS			

MO: 18884

COMMENTS-----
 ++LOANER++MXS OUTBOUND MAINT 5/15
 5/22/19 3:13 let client know vehicle not in shop yet-bg-pdi
 5/23/19 3:02 let client know vehicle will not be ready
 today-bg-here
 5/24/19 11:36 let client know ta was put in this morning & i will
 get back to her on tuesday-bg-here
 5/29/19 10:40 customer is picking up at 5/30 7:30
 5/30 10:45 Customer picked up vehicle
 RECOMMENDED NOT DONE/ DECLINED SERVICES-----
 Please be advised that the price can only be
 secured for 30 days!
 As always, "Thank You" for your business.
 This is NOT a final quote parts and labor must be
 VERIFIED with your advisor.

TOTAL - MISC 36.44

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all of the
 warranties with respect to the sale of this
 item/items. The Seller hereby expressly
 disclaims all warranties, either express or
 implied, including any implied warranties of
 merchantability or fitness for a particular
 purpose. Seller neither assumes nor auth-
 orizes any other person to assume for it
 any liability in connection with the sale of
 the item/items.
 All parts installed are new unless specified
 otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600

TOTALS-----
 TOTAL LABOR.... 520.80
 TOTAL PARTS.... 370.27
 TOTAL SUBLET... 0.00
 TOTAL G.O.G.... 0.00
 TOTAL MISC CHG. 36.44
 TOTAL MISC DISC 0.00
 TOTAL TAX..... 61.45
TOTAL INVOICE \$ 988.96

CUSTOMER SIGNATURE

DUPLICATE INVOICE



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



27011LRCS5189

12811

NURSEDA KUCUKKARCA
166 CONKLINTOWN RD
RINGWOOD, NJ 07456

MATTHEW FORAKER

10058

920

07/15/19

LRCS5189

22,447

19/LAND ROVER/RANGE ROVER SP0/4DR SU

S A L W R 2 R E O K A 8 2 0 9 6 6

RESIDENCE PHONE
973-650-8554

BUSINESS PHONE

COMMENTS

07/09/19

CELL: 201-960-8438

JOB# 1 CHARGES-----

MO: 22447

LABOR-----

J# 1 52JAZ

TRIM ELECTRICAL

TECH(S):10339

WARRANTY

CUSTOMER STATES SCREENS CONTINUE TO FREEZE AND REBOOT -
CHECK AND ADVISE
INFOTAINMENT UPDATE
CONNECTED VEHICLE TO PATHFINDER AND FOUND NO DTCS..CHECKED
FOR AVAILABLE UPDATES AND FOUND INCONTROL PRO
UPDATE...PERFORMED UPDATE SUCCESSFULLY ALONG WITH SMARTPACK

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----

JOB# 1 JOURNAL PREFIX LRCS JOB# 1 TOTAL

0.00

LABOR-----

J# 2 46JAZ

WHEELS/TIRES

TECH(S):10339

0.00

CUSTOMER STATES TIRE WENT FLAT - CHECK AND ADVISE - ACTIVE
TIRE AND WHEEL WARRANTY -
FOUND NAIL IN MIDDLE OF TIRE AND GASH ON TIRE SHOULDER
VERIFIED COMPLAINT..FOUND NAIL IN MIDDLE OF TIRE AND GASH ON
TIRE SHOULDER..REPLACED TIRE WITH NEW..MOUNT AND BALANCE

JOB# 2 TOTALS-----

JOB# 3 CHARGES-----

JOB# 2 JOURNAL PREFIX LRCS JOB# 2 TOTAL

0.00

LABOR-----

J# 3 06JAZ

MISC

TECH(S):10339

0.00

CUSTOMER STATES SVC LIGHT IS ON BUT WE DID SERVICE AT LAST
VISIT - PLEASE RESET LIGHT -
SERVICE LIGHT WAS RESET

JOB# 3 TOTALS-----

JOB# 4 CHARGES-----

JOB# 3 JOURNAL PREFIX LRCS JOB# 3 TOTAL

0.00

LABOR-----

J# 4 46JAZZ

WHEEL/TIRE CONCERN

TECH(S):10339

INTERNAL

CUSTOMER STATES RIMS WERE PAINTED BLACK AT ENGLEWOOD FROM A
PARAMOUNT ONE BUT WERE SUPPOSED TO BE TWO TONE - CHECK AND
ADVISE
WHEELS ARE NOT MACHINE FINISHED - UNABLE TO BE PAINTED TWO
TONE.
CLIENT HAS ELECTED TO HAVE RIMS REMAIN BLACK.

JOB# 4 TOTALS-----

JOB# 5 CHARGES-----

JOB# 4 JOURNAL PREFIX LRCS JOB# 4 TOTAL

0.00

LABOR-----

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.
All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



ALL-STATE LEGAL
PLAINTIFF'S EXHIBIT
D

JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



27011LRCS5189

CELL: 201-960-8438

CUSTOMER NO. 12811	ADVISOR MATTHEW FORAKER	TAG NO. 10058	920	INVOICE DATE 07/15/19	INVOICE NO. LRCS5189
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456	LABOR RATE	LICENSE NO.	MILEAGE 22,447	COLOR /	STOCK NO.
	YEAR/MAKE/MODEL 19/LAND ROVER/RANGE ROVER SP0/4DR SU				DELIVERY DATE
	VEHICLE ID NO. S A L W R 2 R E O K A 8 2 0 9 6 6				DELIVERY MILES
	F.T.E. NO.				SELLING DEALER NO.
RESIDENCE PHONE 973-650-8554	BUSINESS PHONE	P.O. NO.		R.O. DATE 07/09/19	PRODUCTION DATE
COMMENTS					

MO: 22447

LABOR-----
J# 5 00JAMPI MULTI-POINT INSPECTI TECH(S):10339 0.00
MULTI-POINT INSPECTION
PERFORMED MULTI POINT

JOB# 5 TOTALS-----

JOB# 6 CHARGES----- JOB# 5 JOURNAL PREFIX LRCS JOB# 5 TOTAL 0.00

LABOR-----
J# 6 39JAZ LOANER TECH(S):10339 0.00
Courtesy Rental Car from Jaguar Land Rover Paramus.
No Charge to customer for up to 24 hours after the customer
vehicle is finished. Beyond 24 hours, the customer will
incur a Rental Charge of 155.00 a day.
Customer's acknowledgment:
LOANER VEHICLE SUPPLIED

JOB# 6 TOTALS-----

JOB# 7 CHARGES----- JOB# 6 JOURNAL PREFIX LRCS JOB# 6 TOTAL 0.00

LABOR-----
J# 7 05JAZONLINE PAY ONLINE OPTION TECH(S):10339 0.00
Complimentary option to pay online

JOB# 7 TOTALS-----

JOB# 8 CHARGES----- JOB# 7 JOURNAL PREFIX LRCS JOB# 7 TOTAL 0.00

LABOR-----
J# 8+46JAZ10 INSTALL 1 NEW TIRE TECH(S):10339 50.00
INSTALL AND BALANCE 1 NEW TIRE
GASH ON TIRE SHOULDER
REPLACED TIRE WITH NEW..MOUNT AND BALANCE
IAS AUTH: KV891259-1630258

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----LIST PRICE-UNIT PRICE-
1 2166800 SCORPION VERDE A 274.45 274.45
TOTAL - PARTS 274.45

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
TT1 NJ TIRE TAX 1.50
WW WHEEL WEIGHTS 7.00
TD1 TIRE DISPOSAL FEE-1 TIRE 1.50
UAC UAC EXT WARR REC -334.45
TOTAL - MISC -324.45

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.
All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

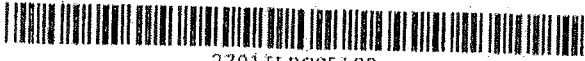
Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



27011LRCS5189

CUSTOMER NO. 12811	ALIAS/ST MATTHEW FORAKER	10058	920	INVOICE DATE 07/15/19	CELL: 201-960-8438
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456	LABOR RATE	LICENSE NO.	MILEAGE 22,447	COLOR /	INVOICE NO. LRCS5189
	YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SP0/4DR SU			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID NO. S A L W R 2 R E O K A 8 2 0 9 6 6			SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE 973-650-8554	BUSINESS PHONE	COMMENTS	P.O. NO.	P.O. DATE 07/09/19	

JOB# 8 TOTALS

MO: 22447

LABOR	50.00
PARTS	274.45
MISC	-324.45
JOB# 8 JOURNAL PREFIX LRCS JOB# 8 TOTAL 0.00	

COMMENTS-----
++LOANER++ SCHEDULED AS PER PEDRO
7/10

tire authorized for replacement

Tire - \$274.45

MT - \$50

TD - \$1.50

TT - \$1.50

WW - \$7.00

= \$334.45

IAS Auth: KV891259-1630258

Need to discuss with pedro regarding wheel repairs on line 4 - not completed yet.

7/12 1 pm, rims to be picked up today spoke with Jonathan

Rims- unable to paint two tone- not machined style. would either need to be painted silver again or stay this color black.

7/12-3:20PM Spoke with client, she will discuss with her brother and call back.

7/15 344p- picked up

7/15 1244p - called client at this time would like the rims to remain black since two-tone is not possible. vehicle ready for pick up

RECOMMENDED NOT DONE/ DECLINED SERVICES-----

Please be advised that the price can only be secured for 30 days!

As always, "Thank You" for your business.

This is NOT a final quote parts and labor must be VERIFIED with your advisor.

TOTALS-----

TOTAL LABOR....	50.00
TOTAL PARTS....	274.45
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	10.00
TOTAL MISC DISC	-334.45
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.

All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm

Tuesday 7:30am - 7:00pm

Wednesday 7:30am - 6:00pm

Thursday 7:30am - 7:00pm

Friday 7:30am - 6:00pm

Saturday 8:00am - 4:00pm

Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600

CUSTOMER SIGNATURE

DUPLICATE INVOICE



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



27011LRC95705

CUSTOMER NO. 12811		ADVISOR MATTHEW FORAKER	10058	TAG NO. 430	INVOICE DATE 08/12/19	INVOICE NO. LRC55705
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456		LABOR RATE	LICENSE NO.	MILEAGE 24,331	COLOR /	STOCK NO.
RESIDENCE PHONE 973-650-8554		BUSINESS PHONE		COMMENTS	R.O. DATE 08/07/19	
JOB# 1 CHARGES		YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SPO/4DR SU		DELIVERY DATE		DELIVERY MILES
		VEHICLE I.D. NO. S A L W R 2 R E O K A 8 2 0 9 6 6		SELLING DEALER NO.		PRODUCTION DATE
		F.T.E. NO.		P.O. NO.		

CELL: 201-960-8438

MO: 24331

LABOR--
JOB# 1 51JAZZ
BODY ELECT CONCERN
CUSTOMER STATES SCREENS GO BLANK WHEN DRIVING - CHECK AND ADVISE
CHECKED TOUCH PRO SOFTWARE AVAL. NOT ABLE TO PERFORM UPDATE VIA SOTA FAILING ERROR PRESENT ATTEMPTED MULTIPLE TIMES
PERFORMING UPDATE WITH PATH FINDER FAILED DUE TO ERROR WITH FLASH DRIVE USED 3 DIFFERENT FLASH DRIVERS WITH 3RD UPDATE PASSED.

WARRANTY

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the item/items.
All parts installed are new unless specified otherwise as being used or remanufactured.

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600

JOB# 1 TOTALS-----
CHARGES-----
JOB# 1 JOURNAL PREFIX LRC5 JOB# 1 TOTAL 0.00
LABOR--
JOB# 3 52JAZZ
TRIM ELECTRICAL
CUSTOMER STATES TOUCH SCREEN SETTINGS REQUIRE SEVERAL TOUCHES TO WORK - CHECK AND ADVISE
CHECKED FOUND UPDATE FOR INTERACTIVE TOUCH SCREEN PERFORMED UPDATE ALSO IMC UPDATE WAS COMPLETED ON JOB#1

JOB# 2 TOTALS-----
CHARGES-----
JOB# 2 JOURNAL PREFIX LRC5 JOB# 2 TOTAL 0.00
LABOR--
JOB# 3 52JAZZ
TRIM ELECTRICAL
CUSTOMER STATES CLIMATE WILL CHANGE ON ITS OWN - CAN SET TO 70 AND WILL AUTOMATICALLY CHANGE TO 60'S - CHECK AND ADVISE
CONFIRMED CONCERN CHECKED FOUND NEW UPDATE AVAL. FOR HVAC SYSTEM, PERFORMED CLIMATE CONTROL MODULE UPDATE RECHECKED AND ROAD TESTED VEHICLE OK.

JOB# 3 TOTALS-----
CHARGES-----
JOB# 3 JOURNAL PREFIX LRC5 JOB# 3 TOTAL 0.00
LABOR--
JOB# 4 51JAZZ
BODY ELECTRICAL
CUSTOMER STATES HEATED SEATS WILL TURN ON BY ITS SELF - CHECK AND ADVISE
CHECKED FOR DTCS NONE PRESENT REFER TO JOB#3

JOB# 4 TOTALS-----
CHARGES-----
JOB# 4 JOURNAL PREFIX LRC5 JOB# 4 TOTAL 0.00
LABOR--

PAGE 1 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 02:15pm



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600



27011LRC85705

CUSTOMER NO. 12811		ADVISOR MATTHEW FORAKER 10058		PHONE 201-950-8438	
NURSEDA KUCUKKARCA 166 CONKLINTOWN RD RINGWOOD, NJ 07456		LABOR RATE 130		DATE 08/12/19	
RESIDENTIAL PHONE 873-650-8554		LICENSE NO.		LRC85705	
BUSINESS PHONE		YEAR / MAKE / MODEL 19/LAND ROVER/RANGE ROVER SP0/4DR 6		VIN 19LR2REOKA820006	
LABOR		VEHICLE I.D. NO.		COMMENTS	
MULTI-POINT INSPECTION		SALWR2REOKA820006		08/12/19	
INSPECTION COMPLETED		TECH(S): 10059		08/12/19	
JOB# 5 TOTALS		JOB# 5 JOURNAL PREFIX LRC8		0.00	
JOB# 6 CHARGES		JOB# 6 JOURNAL PREFIX LRC8		0.00	
LABOR		LOANER		TECH(S): 10059	
J# 6 39JAZ		Courtesy Rental Car from Jaguar Land Rover Paramus.		INTERNAL	
		No Charge to customer for up to 24 hours after the customer vehicle is finished. Beyond 24 hours, the customer will incur a Rental Charge of 155.00 a day.			
		Customer's acknowledgment:			
		LOANER VEHICLE SUPPLIED			
JOB# 6 TOTALS		JOB# 6 JOURNAL PREFIX LRC8		0.00	
JOB# 7 CHARGES		JOB# 7 JOURNAL PREFIX LRC8		0.00	
LABOR		SERVICE ACTION		TECH(S): 10059	
J# 7 62JAZ		N347 SOFTWARE OVER THE AIR (SOTA) - INCONTROL TOUCH PRO		INTERNAL	
		SOFTWARE UPDATE			
		UNABLE TO PERFORM N347 - AS AS PER JLR INSTRUCTION			
JOB# 7 TOTALS		JOB# 7 JOURNAL PREFIX LRC8		0.00	
JOB# 8 CHARGES		JOB# 8 JOURNAL PREFIX LRC8		0.00	
LABOR		PAY ONLINE OPTION		TECH(S): 10059	
J# 8 05JAZONLINE		Complimentary option to pay online		INTERNAL	
JOB# 8 TOTALS		JOB# 8 JOURNAL PREFIX LRC8		0.00	
COMMENTS		++LOANER++ SXC INBOUND 7/24			
LVA FOR CUSTOMER TO RESCHEDULE		RECOMMENDED NOT DONE/DELETED SERVICE			
		Please be advised that the price can only be secured at the time of service.			
		Accepting your car will be provided			
		We will be happy to help you with your car.			
		Thank you for your business.			

CUSTOMER SIGNATURE

X

Service & Parts Hours

Monday 7:30am - 6:00pm
Tuesday 7:30am - 7:00pm
Wednesday 7:30am - 6:00pm
Thursday 7:30am - 7:00pm
Friday 7:30am - 6:00pm
Saturday 8:00am - 4:00pm
Sunday Closed



JAGUAR LAND ROVER ENGLEWOOD
30 VAN NOSTRAND AVENUE
ENGLEWOOD, NJ 07631
201-408-6600

Jaguar/Land Rover Multi-point Inspection

Owner Name: NURSEDA KUCUKKARCA

Phone: (H) (973) 650-8554

Service Advisor: MATTHEW FORAKER

Vehicle Year/Model: 19 LAND ROVER RANGE ROVER

VIN: SALWR2RE0KA820966

Technician: VLADYSLAV TUMANOVSKYY

Date/Time: 08/12/2019 14:54

Odometer: 24831

RO: 5705

Year: 490

INSPECTION RESULT: OK

WILL REQUIRE FURTHER ATTENTION

REQUIRES IMMEDIATE ATTENTION

Green Yellow Red

Serviced

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine Oil	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield Washer	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Power Steering	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Transmission (if equipped w/ dipstick)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake Reservoir	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Headlamp Washer	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Coolant Recovery Reservoir	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Service Required due to mileage or time	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Visually inspect headlamp alignment	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield cracks and/or chips	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Heating, ventilation and air conditioning check	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine air cleaner filter	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Oil and/or fluid leaks	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Exhaust system (leaks, damage, loose parts)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Steering and steering linkages	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Shocks/struts, air suspension and other suspension components for leaks and/or damage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake system (including lines, hoses and parking brake)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine cooling system, hoses and clamps	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Radiator, heater and air conditioning hoses for leaks/damage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Accessory drive belts	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Clutch operation (if equipped)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Floor mats	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Navigation map update required	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Four wheel drive components (if Applicable)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	State inspection due (if Applicable)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Recommended maintenance	<input type="checkbox"/>

Brake Wheel Measurements: LF: 8 mm RF: 8 mm LR: 9 mm RR: 9 mm

Tire tread Measurements: LF: 7/32 RF: 8/32 LR: 8/32 RR: 8/32

Front / Rear Brake Linings

LF

☒ Green
☐ Yellow
☐ Red

LR

☒ Green
☐ Yellow
☐ Red

☐ Serviced

☐ Inspection Not Taken

Check Tires / Tread Depth

LF

☒ Green
☐ Yellow
☐ Red

LR

☒ Green
☐ Yellow
☐ Red

☐ Serviced

Check Battery Performance



☒ Good ☐ Serviced
☐ Fair
☐ Bad

Actual Cold Cranking Amps

Factory Cold Cranking Amps